

**No. 16769**

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**SWEDEN  
and  
SWITZERLAND**

**Agreement concerning international road transport (with  
protocol). Signed at Bern on 12 December 1973**

*Authentic texts: Swedish and French.*

*Registered by Sweden on 28 June 1978.*

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**SUÈDE  
et  
SUISSE**

**Accord relatif aux transports internationaux par route (avec  
protocole). Signé à Berne le 12 décembre 1973**

*Textes authentiques : suédois et français.*

*Enregistré par la Suède le 28 juin 1978.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWEDEN AND THE SWISS FEDERAL COUNCIL CONCERNING INTERNATIONAL ROAD TRANSPORT

The Government of the Kingdom of Sweden and the Swiss Federal Council, desiring to facilitate the road transport of persons and goods by road between the two countries and in transit through their territory, have agreed as follows:

*Article 1. SCOPE*

The provisions of this Agreement shall apply to the transport of persons and goods to or from or through the territory of one Contracting Party using vehicles registered in the territory of the other Contracting Party.

*Article 2. DEFINITIONS*

1. The term “carrier” shall mean a natural or juridical person who, in either Sweden or Switzerland, has the right to transport persons or goods by road in accordance with the provisions in force in his country.

2. The term “vehicle” shall mean any mechanically propelled road vehicle and, where applicable, its trailer or semi-trailer which are used for the transport of:

- (a) More than eight persons seated, excluding the driver;
- (b) Goods.

*Article 3. TRANSPORT OF PERSONS*

1. No authorization or concession shall be required for the transport of persons in the following cases:

- (a) Transport of the same persons by the same vehicle throughout a journey for which the point of departure and point of arrival are situated in the country of registration of the vehicle, during which no person is taken on or set down on the way or at stops outside that country (closed door tour); or
- (b) Transport of a group of persons from a point situated in the country of registration of the vehicle to a point situated in the other Contracting Party or in transit to a third country, where the vehicle returns empty to its country of registration.

2. Transport operations other than those referred to in paragraph 1 shall be subject to authorization or concession, in accordance with the national law of the Contracting Parties.

*Article 4. TRANSPORT OF GOODS*

1. A carrier of one Contracting Party shall be permitted to import either an empty or a laden vehicle temporarily into the territory of the other Contracting Party for the purpose of the carriage of goods:

- (a) Between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Parties; or

<sup>1</sup> Came into force on 22 April 1974, the date on which the Contracting Parties notified each other of the completion of their constitutional procedures, in accordance with article 11.

- (b) In transit through the territory of the other Contracting Party; or
- (c) From the territory of the other Contracting Party to a third country or from a third country to the territory of the other Contracting Party.

2. Carriers of one Contracting Party may effect the transport operations specified in paragraph 1c only after obtaining a special authorization from the other Contracting Party.

#### *Article 5. COMPLIANCE WITH NATIONAL LAW*

In all matters not covered by this Agreement, carriers and vehicle drivers of one Contracting Party shall be required to comply with the provisions of the laws and regulations of the other Contracting Party when travelling in the territory of the latter.

#### *Article 6. EXCLUSION OF CABOTAGE*

No provision of this Agreement shall give a carrier of one Contracting Party the right to take on persons or goods within the territory of the other Contracting Party in order to set them down within the same territory.

#### *Article 7. TAXATION*

Carriers effecting the transport operations specified in this Agreement shall be exempt, in the case of transport operations effected in the territory of the other Contracting Party, from the taxes and duties levied in that territory in accordance with the conditions laid down in the Protocol referred to in article 9 of this Agreement.

#### *Article 8. INFRINGEMENTS*

1. The competent authorities of the Contracting Parties shall ensure that carriers comply with the provisions of this Agreement.

2. Carriers who, in the territory of the other Contracting Party, are guilty of infringements of the provisions of this Agreement or of the laws and regulations in force in the said territory concerning road transport and road traffic may, without prejudice to the legal provisions applicable in the country in which the infringement took place, be liable, at the request of the competent authorities of that country, to the following measures to be taken by the authorities of the country of registration:

- (a) Caution;
- (b) Temporary, partial or total prohibition from effective transport operations in the territory of the Contracting Party in which the infringement took place.

3. The authority which has put such a measure into effect shall so inform the competent authorities of the other Contracting Party.

#### *Article 9. APPLICATION PROCEDURES*

The competent authorities of the Contracting Parties shall agree on procedures for the application of this Agreement in a Protocol drawn up at the same time as this Agreement.

#### *Article 10. MIXED COMMISSION*

The competent authority of one of the Contracting Parties may request a meeting of a Mixed Commission composed of representatives of the two authorities to deal with questions arising in connection with the application of this Agreement. This Commission shall be competent to amend the Protocol referred to in article 9.

*Article 11.* ENTRY INTO FORCE AND DURATION OF VALIDITY

This Agreement shall enter into force when the Contracting Parties have notified each other of the completion of the constitutional procedures required for its entry into force.

The Agreement shall remain in force for an indefinite period. Either Contracting Party may denounce it as of the end of a calendar year by giving at least three months' written notice to that effect.

IN WITNESS WHEREOF the undersigned, being duly authorized by their Governments, have signed this Agreement.

DONE at Bern on 12 December 1973 in the Swedish and French languages, both texts being equally authentic.

For the Government  
of the Kingdom of Sweden:

BERTIL VOSS

For the Swiss Federal  
Council:

GIORGETTI

PROTOCOL

In accordance with article 9 of the Agreement between the Swiss Federal Council and the Government of the Kingdom of Sweden concerning International Road Transport, signed at Bern on 12 December 1973, it is agreed as follows:

1. *Transport of persons (article 3).* Passenger transport operations not covered by article 3, paragraph 1, of the Agreement shall be subject to authorization or concession from the competent authority of the other Contracting Party. A fee shall be charged for such authorizations or concessions in accordance with national law.

For occasional transport operations under the provisions of article 3, paragraph 1, a verification document, prepared in accordance with resolution No. 20 of the Council of Ministers of the ECMT of 16 December 1969 (document CM (69) 24) shall be carried on board vehicles.

A vehicle crossing the territory of the other Contracting Party empty shall not require an authorization or concession provided that a document certifying that it is empty is carried on board the vehicle.

2. *Transport of goods (article 2, paragraph 2, and article 4, paragraph 2).* Combined vehicles whose tractor vehicle is registered in one of the Contracting Parties and with a trailer or semi-trailer registered in the other Contracting Party or in a third country shall not require authorization.

Transport authorizations shall be issued by the competent authority of the Contracting Party in whose territory the vehicle is registered. The competent authorities of the Contracting Parties shall send each other the necessary authorizations free of charge by agreement.

3. *Application of national legislation (article 5).* The Contracting Parties note that this provision refers in particular to legislation concerning road transport, road traffic, the weight and dimensions of vehicles, hours of work and rest periods for crews of vehicles and hours of driving.

4. *Competent authorities.* These shall be:

*In the case of Sweden*

Transportnämnden  
Box 2143  
10314 Stockholm 2  
Telex 17778 tpsnamnd S);

*In the case of Switzerland*

Département fédéral des transports et communications et de l'énergie  
Office des transports  
CH 3003 Berne  
(Telex 33179 eav ch)

5. *Weight and dimensions of vehicles.* With respect to the weight and dimensions of road vehicles, each Contracting Party shall undertake not to apply to vehicles registered in the other Contracting Party conditions that are more restrictive than those applicable to vehicles registered in its own territory.

*In the case of Sweden*

Swiss vehicles which exceed the Swedish regulation weights and dimensions may enter Sweden only if they have obtained special authorizations from Statens vägverk Fack, 10220 Stockholm 12. Applications shall be submitted in advance to that authority.

*In the case of Switzerland*

Swedish vehicles which exceed the Swiss regulation weights and dimensions may enter the zone adjacent to the frontier specified by the Département fédéral de justice et police on the basis of an authorization issued either by the Swiss Customs Office or by the Division fédérale de police, subdivision de la circulation routière, Berne.

For transport beyond that zone, the Division fédérale de police, subdivision de la circulation routière, Berne, shall issue special authorizations for indivisible goods only, if road conditions permit the granting of the authorization. The total weight shown on the vehicle licence shall in no case be exceeded. Applications shall be submitted in advance to that authority.

6. *Customs arrangements.* The fuel and lubricants contained in the normal tanks of temporarily imported vehicles shall be admitted free of import duties and on the understanding that the normal fuel tank is the one designed for that type of vehicle by the manufacturer and that its capacity does not exceed 400 litres.

Spare parts imported for the repair of a temporarily imported vehicle shall be admitted temporarily free of import duties and taxes. The Contracting Parties may require that those parts be covered by a temporary import licence. The replaced parts shall be cleared through customs, re-exported or destroyed under customs supervision.

7. *Exemption from taxes and charges.* Carriers of one Contracting Party using vehicles registered in that country to effect transport operations covered by the Agreement in the territory of the other Contracting Party shall not be required at present to pay any transport or traffic taxes or vehicle ownership taxes.

The situation may be reconsidered in the light of any developments in this area.

The right to collect fees for authorizations, permits or concessions, tolls for roads, bridges, tunnels and charges for parking space and for permission to exceed the maximum weight and dimensions is also reserved.

Bern, 12 December 1973.

For the Swedish delegation:

BERTIL VOSS

For the Swiss delegation:

GIORGETTI

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